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2:41PM**LEWIS BRISBOIS BISGAARD & SMITH LLP**

R. GAYLORD SMITH, SB#72726

MALISSA HATHAWAY McKEITH, SB# 112917

ERNEST SLOME, SB# 122419

AREZOU KHONSARI, SB# 178150

221 North Figueroa Street, Suite 1200

Los Angeles, California 90012

Telephone: (213) 250-1800

Facsimile: (213) 250-7900

Attorneys for Defendant NORTHROP GRUMMAN SYSTEMS
CORPORATION (erroneously named as Northrop Corporation
and Northrop Grumman Corporation)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

NORTHROP CORPORATION, NORTHROP
GRUMMAN CORPORATION; AMERICAN
ELECTRONICS, INC.; MAG AEROSPACE
INDUSTRIES, INC.; GULTON INDUSTRIES,
INC.; MARK IV INDUSTRIES, INC. EDO
CORPORATION; AEROJET-GENERAL
CORPORATION; MOORE BUSINESS
FORMS, INC.; AC PRODUCTS, INC.
FULLERTON MANUFACTURING
COMPANY; FULLERTON BUSINESS PARK
LLC; and DOES 1 through 400, inclusive,

Defendant.

NORTHROP GRUMMAN SYSTEMS
CORPORATION,

Cross-Complainant,

v.

AEROSCIENTIFIC CORP.; AEROTECH
PLATING, INC. aka AVS METAL FINISHING;

CASE NO. 04CC00715

(Assigned for All Purposes to Hon.
Thierry Patrick Colaw, Dept. CX-104)

**NORTHROP GRUMMAN SYSTEMS
CORPORATION'S SECOND
AMENDED CROSS-COMPLAINT**

LEWIS BRISBOIS BISGAARD & SMITH LLP
221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2601
TELEPHONE (213) 250-1800

1 BALDOR ELECTRIC COMPANY, successor by)
 merger to RELIANCE ELECTRIC; CIRCUIT)
 2 INDUSTRIES INC.; CLARK INLAND EMPIRE)
 EQUIPMENT; COMMERCIAL CIRCUITS)
 3 MANUFACTURING JOHNSON CONTROLS)
 BATTERY GROUP, INC. fka GLOBE-UNION;)
 4 CRUCIBLE MATERIALS CORPORATION;)
 5 HEXION SPECIALTY CHEMICALS, INC. as)
 successor in interest to LAURA SCUDDERS)
 6 COMPANY; HI-CONE aka ILLINOIS TOOL)
 WORKS, INC. aka ITW HI-CONE;)
 7 HINDERLITER HEAT TREATING CO. aka)
 8 BODYCOTE THERMAL PROCESSING INC.;)
 HONEYWELL INTERNATIONAL, INC. (ROE)
 9 1002); JOHNSON CONTROLS INC.; KHYBER)
 FOODS INCORPORATED; KIMBERLY)
 10 CLARK CORP. aka KIMBERLY-CLARK)
 WORLDWIDE, INC.; KRYLER)
 11 CORPORATION; KWIKSET CORPORATION;)
 12 M&M CLEANERS; MEMOREX PRODUCTS,)
 INC. (ROE 1001); METROPOLITAN WATER)
 13 DISTRICT OF SOUTHERN CALIFORNIA;)
 14 MLODZIK CORPORATION aka MONITOR)
 PLATING AND ANODIZING; NELCO)
 15 PRODUCTS INC.; ORANGE COUNTY)
 METAL PROCESSING aka ORANGE)
 16 COUNTY PAINTING COMPANY; ORANGE)
 COUNTY WATER DISTRICT; PCA)
 17 INDUSTRIES, LLC; PCA METALS)
 FINISHING, INC. aka PACIFIC METALS)
 18 ALLOY; RODDICK TOOL COMPANY; THE)
 19 BOEING COMPANY as successor in interest to)
 AUTONETICS; THE BOEING COMPANY as)
 20 successor in interest to ROCKWELL)
 INTERNATIONAL; UOP LLC (ROE 1003) aka)
 21 UOP SEPAREX MEMBRANE SYSTEMS;)
 22 VISTA PAINT COMPANY aka VISTA PAINT)
 CORPORATION; W.C. RICHARDS)
 23 COMPANY fka W.C. RICHARDS COMPANY)
 OF CALIFORNIA; WESTERN ROTO)
 24 ENGRAVERS INC., WINONICS, INC.;)
 WEYERHAEUSER COMPANY; and ROES)
 25 1001 to 1100,)
)
 26 Cross-Defendants.)
 27)
 28

Cross-Complainant NORTHROP GRUMMAN SYSTEMS CORPORATION (erroneously sued as Northrop Corporation and Northrop Grumman Corporation) (“Cross-Complainant”) alleges against Cross-Defendants Orange County Water District, Weyerhaeuser Company, PCA Industries, LLC, PCA Metals Finishing, Inc. aka Pacific Metals Alloy, Orange County Metal Processing aka Orange County Painting Company, AeroTech Plating, Inc. aka AVS Metal Finishing, Crucible Materials Corporation, Khyber Foods Incorporated, Aeroscientific Corp., The Boeing Company as successor-in-interest to Autonetics, Circuit Industries Inc., Clark Inland Empire Equipment, Commercial Circuits Manufacturing Johnson Controls Battery Group, Inc. fka Globe-Union, Johnson Controls Inc., Hi-Cone aka Illinois Tool Works, Inc. aka ITW Hi-Cone, Kimberly Clark Corp. aka Kimberly-Clark Worldwide, Inc., Kryler Corporation, Hexion Specialty Chemicals, Inc. as successor in interest to Laura Scudders Company, M&M Cleaners, Mlodzik Corporation aka Monitor Plating and Anodizing, Nelco Products Inc., The Boeing Company as successor in interest to Rockwell International, Vista Paint Company aka Vista Paint Corporation, Western Roto Engravers Inc., Winonics, Inc., Kwikset Corporation, Hinderliter Heat Treating Co. aka Bodycote Thermal Processing Inc. Roddick Tool Company, Baldor Electric Company, successor by merger to Reliance Electric, W.C. Richards Company fka W.C. Richards Company of California, Metropolitan Water District of Southern California, Memorex Products, Inc. (ROE 1001) Honeywell International, Inc., UOP LLC (ROE 1003), aka UOP Separex Membrane Systems and other similarly situated cross-defendants as follows:

GENERAL ALLEGATIONS

1. Cross-Complainant is a defendant in Plaintiff’s principal action in the above-entitled matter.
2. Plaintiff/Cross-Defendant Orange County Water District (OCWD or Plaintiff) is a municipal water agency that has for the past several years been investigating hazardous substance pollution in a large part of a groundwater basin underlying portions of the cities of Anaheim and Fullerton in Orange County, California. For at least the past four years, OCWD has been

1 formulating plans to install a large groundwater cleanup system in this same area to contain and
2 reduce the plumes of hazardous substance contamination found there.

3 3. Plaintiff alleges in its First Amended Complaint that it has had to pursue its
4 investigations and its cleanup efforts for this area's groundwater because of hazardous substance
5 contamination released in the past at many industrial properties lying above the contaminated
6 plumes of groundwater under these parts of Anaheim and Fullerton. Plaintiff alleges that these
7 releases of contamination into groundwater have caused Plaintiff to incur costs to monitor, assess
8 and evaluate the hazardous substance releases; to remove and dispose of hazardous substances;
9 and to confine and cleanup the hazardous substances.
10

11 4. Plaintiff has sued Defendant and Cross-Complainant Northrop Grumman Systems
12 Corporation (Cross-Complainant or Northrop) for damages and other relief allegedly arising
13 from, *inter alia*, investigating, monitoring, remediating, abating, or containing contamination of
14 groundwater from chlorinated volatile organic chemicals and other hazardous substances within
15 the Orange County Water District. Such alleged damages include Plaintiff's alleged costs of
16 investigations for, planning, constructing and operating the groundwater cleanup systems for the
17 regional plumes of contaminated groundwater under parts of Anaheim and Fullerton. Plaintiff
18 purports to allege causes of action for: (1) Orange County Water District Act; (2) California
19 Superfund Act; (3) Negligence; (4) Nuisance; (5) and (6) Declaratory Relief. Cross-Complainant
20 contends that it is not liable for the events and occurrences described in the First Amended
21 Complaint, and denies all liability.
22

23 5. At various times since about 1950, Northrop has operated facilities on properties
24 that lie over the areas of contaminated groundwater under parts of Anaheim and Fullerton
25 described in paragraphs 1 and 2 above. Over the years, Northrop has conducted investigations
26
27
28

1 10. Cross-Complainant is informed and believes and thereon alleges that Cross-
2 Defendant PCA Industries, LLC (PCA) is or was an entity of unknown formation, doing business
3 as an owner or operator of one of more of the properties located at 1711 E. Kimberly Avenue,
4 Fullerton, California, 1726 E. Rosslynn Avenue, Fullerton, California or 1808 E. Rosslynn
5 Avenue, Fullerton, California.

6 11. Cross-Complainant is informed and believes and thereon alleges that Cross-
7 Defendant PCA Metals Finishing, Inc. (PCA Metals) is or was an entity of unknown formation,
8 doing business as an owner or operator of one of more of the properties located at 1711 E.
9 Kimberly Avenue, Fullerton, California, 1726 E. Rosslynn Avenue, Fullerton, California or 1808
10 E. Rosslynn Avenue, Fullerton, California. Cross-Complainant is further informed and believes
11 and thereon alleges that PCA Metals was also known as Pacific Metals Alloy.

12 12. Cross-Complainant is informed and believes and thereon alleges that Cross-
13 Defendant Orange County Metal Processing (OCMP) is or was an entity of unknown formation,
14 doing business as an owner or operator at one or more of the properties located at 1711 E.
15 Kimberly Avenue, Fullerton, California, 1726 E. Rosslynn Avenue, Fullerton, California or 1808
16 E. Rosslynn Avenue, Fullerton, California. Cross-Complainant is further informed and believes
17 and thereon alleges that OCMP was also known as Orange County Painting Company.

18 13. Cross-Complainant is informed and believes and thereon alleges that Cross-
19 Defendant AeroTech Plating, Inc. (AeroTech) is or was a California corporation, doing business
20 as an owner or operator at property located at 1808 North American, Anaheim, California.
21 Cross-Complainant is further informed and believes and thereon alleges that AeroTech was also
22 known as AVS Metal Finishing.

23 14. Cross-Complainant is informed and believes and thereon alleges that Cross-
24 Defendant Crucible Materials Corporation (Crucible) is or was an entity of unknown formation,
25 doing business as an owner or operator of property located in the Forebay area of Orange County
26 including but not limited to property at 2100 Orangethorpe, Fullerton, California.

27 15. Cross-Complainant is informed and believes and thereon alleges that Cross-
28 Defendant Khyber Foods Incorporated (Khyber) is or was a California corporation, doing

1 business as an owner or operator of property located in the Forebay area of Orange County
2 including but not limited to property at 1818 E. Rosslynn Avenue, Fullerton, California.

3 16. Cross-Complainant is informed and believes and thereon alleges that Cross-
4 Defendant Aeroscientific Corp. is or was an entity of unknown formation, doing business as an
5 owner or operator of property located in the Forebay area of Orange County including but not
6 limited to property at 184 E. Liberty Avenue, Anaheim, California. From approximately 1974
7 until 1986, Cross-Defendant Aeroscientific Corp. produced circuit boards at that location. Cross-
8 Defendant Aeroscientific Corp. released hazardous wastes, including 1, 1, 1- TCA at that
9 location.

10 17. Cross-Complainant is informed and believes and thereon alleges that Cross-
11 Defendant the Boeing Company as successor-in-interest to Defendant Autonetics, an entity of
12 unknown formation, doing business as an owner or operator at one or more of the properties
13 located at 310 E. Walnut, Fullerton, California, 315 E. Walnut, Fullerton, California, 378 E.
14 Walnut, Fullerton, California or 229 E. Santa Fe, Fullerton, California. Cross-Defendant
15 Autonetics manufactured aviation-related metal parts and equipment at one or more of the above
16 sites and released hazardous wastes at such sites.

17 18. Cross-Complainant is informed and believes and thereon alleges that Cross-
18 Defendant Circuit Industries Inc. is or was an entity of unknown formation, doing business as an
19 owner or operator of property located in the Forebay area of Orange County including but not
20 limited to property at 720 E. Walnut, Fullerton, California. Cross-Defendant Circuit Industries
21 operated at the site from 1960 through the late 1980's and during the period of its operations
22 released hazardous waste, including TCE and TCA at that site.

23 19. Cross-Complainant is informed and believes and thereon alleges that Cross-
24 Defendant Clark Inland Empire Equipment is or was an entity of unknown formation, doing
25 business as an owner or operator of property located in the Forebay area of Orange County
26 including but not limited to property at 1400 E Orangethorpe, Fullerton California. During its
27 operations at that site, Cross-Defendant Clark Inland Empire Equipment released hazardous
28 waste.

20. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Commercial Circuits Manufacturing is or was an entity of unknown formation, doing business as an owner or operator of property located in the Forebay area of Orange County including but not limited to property at 122 E. Orangethorpe, Anaheim, California. Cross-Defendant Commercial Circuits Manufacturing operated this site for some period, the exact duration of which is unknown, commencing in the late 1950's and during such operations, released hazardous waste at the site.

21. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Johnson Controls Battery Group, Inc. formerly known as Globe-Union is or was an entity of unknown formation, doing business as an owner or operator of property located in the Forebay area of Orange County including but not limited to property at 1550 E. Kimberly Avenue, Fullerton, California. Cross-Defendant Commercial Globe-Union operated from this site manufacturing auto batteries for some period commencing in the 1950's and during such operations released hazardous waste, including PCE and TCE.

22. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Johnson Controls Inc. is or was an entity of unknown formation, doing business as an owner or operator of property located in the Forebay area of Orange County including but not limited to property at 1550 E. Kimberly Avenue, Fullerton, California. Cross-Defendant Johnson Controls, Inc. released hazardous waste, including PCE and TCE, at the site.

23. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Hi-Cone also known as Illinois Tool Works, Inc. and ITW Hi-Cone is or was an entity of unknown formation, doing business as an owner or operator of property located in the Forebay area of Orange County including but not limited to property at 500 State College Boulevard, Anaheim, California. During its operations at this site, Cross-Defendant Hi-Cone used and stored solvents at the site and released hazardous waste at the site.

24. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Kimberly Clark Corp. also known as Kimberly-Clark Worldwide, Inc. is or was an entity of unknown formation, doing business as an owner or operator of property located in the

1 Forebay area of Orange County including but not limited to property at 2001 E. Orangethorpe,
2 Fullerton, California. Cross-Defendant Kimberly Clark Corp. has been operating at this location
3 since 1956 as a producer of paper products and a mass user of solvents. Cross-Defendant
4 Kimberly Clark Corp. has released hazardous material, including 1, 1, 1-TCA during its
5 operations at that site.

6 25. Cross-Complainant is informed and believes and thereon alleges that Cross-
7 Defendant Kryler Corporation is or was an entity of unknown formation, doing business as an
8 owner or operator of property located in the Forebay area of Orange County including but not
9 limited to property at 1217 E. Ash Avenue, Fullerton, California. During its operations, Cross-
10 Defendant Kryler Corporation used and released hazardous wastes, including 1, 1, 1-TCA at the
11 site.

12 26. Cross-Complainant is informed and believes and thereon alleges that Cross-
13 Defendant Hexion Specialty Chemicals, Inc. as successor in interest to Laura Scudders Company
14 is or was an entity of unknown formation, doing business as an owner or operator of property
15 located in the Forebay area of Orange County including but not limited to property at 1525 N.
16 Raymond, Anaheim, California. Cross-Defendant Laura Scudders Company operated the site in
17 the processing of vegetables and cooking oils. During its operations, Cross-Defendant Laura
18 Scudders Company used and released hazardous waste, including 1, 1, 1-TCA at the site.

19 27. Cross-Complainant is informed and believes and thereon alleges that Cross-
20 Defendant M&M Cleaners is or was an entity of unknown formation, doing business as an owner
21 or operator of property located in the Forebay area of Orange County including but not limited to
22 property at 104 N. Raymond Avenue, Fullerton, California. During its operations, Cross-
23 Defendant M&M Cleaners released hazardous waste at the site.

24 28. Cross-Complainant is informed and believes and thereon alleges that Cross-
25 Defendant Mlodzik Corporation also known as Monitor Plating and Anodizing (Mlodzik) is or
26 was an entity of unknown formation, doing business as an owner or operator of property located
27 in the Forebay area of Orange County including but not limited to property at 800 E. Orangefair
28 Lane, Anaheim, California. Cross-Defendant Mlodzik Corporation aka Monitor Plating and

1 Anodizing operated a metal plating and finishing plant at the site, commencing in the 1970's.
2 During its operations, Cross-Defendant Mlodzik used and released hazardous waste at the site.

3 29. Cross-Complainant is informed and believes and thereon alleges that Cross-
4 Defendant Nelco Products Inc. is or was an entity of unknown formation, doing business as an
5 owner or operator at one or more of the properties located at the 1100 block of E. Kimberly,
6 Anaheim, California (1100 through 1107 E. Kimberly, Anaheim, California), and 1411 E.
7 Orangethorpe, Fullerton, California. Cross-Defendant Nelco Products Inc. manufactured
8 products used in the circuit board industry at that location. During its operations, Cross-
9 Defendant Nelco Products Inc. released hazardous waste at the site.

10 30. Cross-Complainant is informed and believes and thereon alleges that Cross-
11 Defendant The Boeing Company as successor in interest to Rockwell International is or was an
12 entity of unknown formation, doing business as an owner or operator of property located in the
13 Forebay area of Orange County including but not limited to property at 3400 Mira Loma Avenue,
14 Anaheim, California. Cross-Defendant Rockwell International operated several laboratories at
15 this site, in which electronic components were made, tested and were assembled. During its
16 operations, Cross-Defendant Rockwell International released hazardous wastes at the site.

17 31. Cross-Complainant is informed and believes and thereon alleges that Cross-
18 Defendant Vista Paint Company also known as Vista Paint Corporation is or was an entity of
19 unknown formation, doing business as an owner or operator of property located in the Forebay
20 area of Orange County including but not limited to property at 2020 E. Orangethorpe Avenue,
21 Fullerton. During its operations, Cross-Defendant Vista Paint Company used and released
22 hazardous wastes, including 1, 1, 1-TCA at the site.

23 32. Cross-Complainant is informed and believes and thereon alleges that Cross-
24 Defendant Western Roto Engravers Inc. is or was an entity of unknown formation, doing business
25 as an owner or operator of property located in the Forebay area of Orange County including but
26 not limited to property at 1224 E. Ash Street, Fullerton, California. Cross-Defendant Western
27 Roto Engravers Inc. has operated a metal plating and polishing shop at the site since 1980.

1 During its operations, Cross-Defendant Western Roto Engravers Inc. has used and released
2 hazardous waste at the site.

3 33. Cross-Complainant is informed and believes and thereon alleges that Cross-
4 Defendant Winonics, Inc. is or was an entity of unknown formation, doing business as an owner
5 or operator of property located in the Forebay area of Orange County including but not limited to
6 property at 1257 South State College Boulevard, Fullerton, California. Cross-Defendant
7 Winonics, Inc. operated a metal plating shop at the site. In its operations, Cross-Defendant
8 Winonics, Inc. used and released hazardous waste, including TCE and 1,1, 1-TCA at the site.

9 34. Cross-Complainant is informed and believes and thereon alleges that Cross-
10 Defendant Kwikset Corporation is or was an entity of unknown formation, doing business as an
11 owner or operator of property located in the Forebay area of Orange County including but not
12 limited to property at 516 E. Santa Ana Street, Anaheim, California. Cross-Defendant Kwikset
13 Corporation has operated the site as a manufacturer of residential lock sets since approximately
14 1948. During its operations, Cross-Defendant Kwikset Corporation has released hazardous
15 waste, including PCE and TCE at the site.

16 35. Cross-Complainant is informed and believes and thereon alleges that Cross-
17 Defendant Hinderliter Heat Treating Co. also known as Bodycote Thermal Processing Inc. is or
18 was an entity of unknown formation, doing business as an owner or operator of property located
19 in the Forebay area of Orange County including but not limited to property at 1025 N. Pauline
20 Street, Anaheim, California. During its operations, Cross-Defendant Hinderliter Heat Treating
21 Co. used and released hazardous materials, including PCE at the site.

22 36. Cross-Complainant is informed and believes and thereon alleges that Cross-
23 Defendant Roddick Tool Company is or was an entity of unknown formation, doing business as
24 an owner or operator of property located in the Forebay area of Orange County including but not
25 limited to property at 1023 N. Pauline Street, Anaheim, California. Cross-Defendant Roddick
26 Tool Company operated the site as a machine shop and manufacturer of tools. During its
27 operations, Cross-Defendant Roddick Tool Company released hazardous waste, including PCE
28 and TCE at the site.

1 37. Cross-Complainant is informed and believes and thereon alleges that Cross-
2 Defendant Baldor Electric Company, successor by merger to Reliance Electric is or was an entity
3 of unknown formation, doing business as an owner or operator of property located in the Forebay
4 area of Orange County including but not limited to property at 1025 N. Sabina Street, Anaheim,
5 California. During its operations, Cross-Defendant Reliance Electric released hazardous waste,
6 including PCE, TCE, and TCA at the site.

7 38. Cross-Complainant is informed and believes and thereon alleges that Cross-
8 Defendant W.C. Richards Company formerly known as W.C. Richards Company of California is
9 or was an entity of unknown formation, doing business as an owner or operator of property
10 located in the Forebay area of Orange County including but not limited to property at 1116 N.
11 Olive Street, Anaheim, California. Cross-Defendant W.C. Richards Company operated the site
12 as an industrial paint manufacturing facility. During its operations, Cross-Defendant W.C.
13 Richards Company used and released hazardous waste, including 1, 1, 1-TCA and PCE at the
14 site.

15 39. Cross-Complainant is informed and believes and thereon alleges that Cross-
16 Defendant Metropolitan Water District of Southern California (MWD) is a municipal water
17 agency formed by the California State Legislature. Cross-Complainant is further informed and
18 believes, and on that basis alleges, that at all times relevant to this action, MWD conducted
19 significant business activities in this District. Cross-Complainant is informed and believes, and
20 thereon alleges that MWD is the owner or operator of various facilities, including a 242 mile
21 aqueduct, 63 miles of canals, 92 miles of tunnels, reservoirs with a storage capacity of over 1
22 million acre feet, and 775 miles of pipelines with 400 connections to its member agencies,
23 including facilities that it owns and operates which transport water from the Colorado River to
24 Orange County which are released into the Orange County aquifer. Cross-Complainant is further
25 informed and believes, and on that basis alleges that MWD has imported and released and
26 continues to import and release, water contaminated with hazardous waste, including, but not
27 limited to, perchlorate from its facilities into the Orange County Forebay region of Anaheim and
28 Fullerton, California. Cross-Complainant is further informed and believes, and on that basis

1 alleges that the importation of Colorado River water by MWD from the facilities which it owns
2 and operates, has contributed to the contamination of groundwater in the Forebay region of
3 Anaheim and Fullerton, California requiring response costs. Cross-Complainant is further
4 informed and believes, and on that basis alleges that the amount of damage attributed to MWD's
5 conduct far exceeds \$10,000 and that jurisdiction over claims against MWD properly rests before
6 this superior court. No legislation encourages or permits MWD to import water contaminated
7 with hazardous waste to recharge groundwater nor immunizes MWD from liability for importing
8 and releasing water containing hazardous waste from the facilities it owns and operates.

9 40. Cross-Complainant is informed and believes and thereon alleges that Cross-
10 Defendant Memorex Products, Inc. (ROE 1001) is or was an entity of unknown formation, doing
11 business as an owner or operator of the property located at 1401 E. Orangethorpe Avenue,
12 Fullerton, California.

13 41. Cross-Complainant is informed and believes and thereon alleges that Cross-
14 Defendant Honeywell International, Inc. (ROE 1002), also known as UOP Separex Membrane
15 Systems is or was an entity of unknown formation, doing business as an owner or operator of the
16 property located at 2100 E. Orangethorpe Ave., Anaheim, California.

17 42. Cross-Complainant is informed and believes and thereon alleges that Cross-
18 Defendant UOP LLC (ROE 1003), also known as UOP Separex Membrane Systems is or was an
19 entity of unknown formation, doing business as an owner or operator of the property located at
20 2100 E. Orangethorpe Ave., Anaheim, California.

21 43. Cross-Complainant is ignorant of the true names and capacities of the Cross-
22 Defendants sued as Roes 1001 through 1100, inclusive, and therefore sues these Cross-
23 Defendants by these fictitious names. Cross-Complainant will amend this Cross-Complaint to
24 allege their true names and capacities when ascertained. Cross-Complainant is informed and
25 believes and thereon alleges that, if Cross-Complainant is liable to Plaintiff as claimed in the
26 complaint in this action, each of the fictitiously named cross-defendants are jointly or jointly and
27 severally liable with Cross-Complainant to Plaintiff for any damages. Each reference in this
28

1 cross-complaint to “Cross-Defendant”, “Cross-Defendants,” or a specifically named cross-
2 defendant refers also to all fictitiously named cross-defendants.

3 44. This Court has jurisdiction over the claims asserted because Cross-Defendants are
4 either residents of, based in, authorized or registered to conduct, or in fact do (or did) conduct,
5 substantial business in Orange County, California. Cross-Complainant is informed and believes
6 and thereon alleges that Cross-Defendants have sufficient minimum contacts with the County of
7 Orange, California, and each resided, operated and conducted business in Orange County,
8 California. Venue is proper in this County as the acts upon which this action is based occurred in
9 part in this County. In addition, Cross-Complainant has complied with the requirements of the
10 Tort Claims Act, (Gov’t Code § 900, et. al.) in regards to the claims asserted against MWD, and
11 provided MWD with proper notice of the claims asserted against it in this cross-complaint. This
12 cross-complaint shall serve as notice of the claims asserted herein against OCWD.

13 45. Plaintiff has sued Cross-Complainant for damages and other relief allegedly
14 related to, *inter alia*, investigating, monitoring, remediating, abating, or containing contamination
15 of groundwater within the Orange County Water District from volatile organic chemicals.
16 Plaintiff purports to allege causes of action for (1) Orange County Water District Act; (2)
17 California Superfund Act; (3) Negligence; (4) Nuisance; (5) Trespass; and (6) Declaratory Relief.
18 Cross-Complainant contends that it is not liable for the events and occurrences described in
19 Plaintiff’s complaint and denies all liability.

20 46. Hazardous waste as used in this cross-complaint, means one or more of the
21 volatile organic chemicals set forth below that constitute hazardous waste within the definition of
22 that term in the State Superfund Act. These chemicals include trichloroethylene (TCE),
23 tetrachloroethylen (aka terchloroethylene) (TCE), 1, 1 1-dichloroethylene (1, 1, 1-DCE), 1, 2-
24 dichloroethane (1, 2-DCA), 1, 4 dioxane (1-4D), 1, 1, 1-trichloroethane (1, 1, 1-TCA), 1, 1, 2-
25 trichloroethane (1, 1, 2-TCA), 1,2, -3 trichloropropane (TCP), 1, 1-dichloroethane (1, 1-DCA),
26 methylene chloride, trans-1, 2, -dichloroethylene (trans-1, 2-DCE), cis-1, 2-dichloroethylene (cis-
27 1, 2-DCE), and, perchlorate.

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FIRST CAUSE OF ACTION

**(STATUTORY INDEMNITY/CONTRIBUTION UNDER STATE SUPERFUND ACT
AGAINST ALL CROSS-DEFENDANTS)**

47. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 46 of this Cross-Complaint, as though fully set forth herein.

48. Cross-Defendants and Plaintiff are owners and/or operators of facilities which have released hazardous wastes as alleged herein and are responsible parties as defined by the California Superfund Act, Health & Safety Code § 25323.5.

49. The contaminants that Plaintiff and Cross-Defendants released are hazardous substances within the meaning of California Health & Safety Code § 25316.

50. As a result of the Plaintiff's and Cross-Defendants' release of hazardous substances, Cross-Complainant has had to incur necessary response costs for which Plaintiff and Cross-Defendants are liable pursuant to California Health & Safety Code § 25363 (e). Cross-Complainant seeks recovery of response costs it has incurred, or will incur, caused by the release of hazardous waste by Plaintiff and Cross-Defendants.

51. Cross-Complainant seeks contribution and/or indemnity for all response costs under California Health & Safety Code § 25363l, which provides that any person who has incurred removal or remedial action costs may seek contribution and indemnity from any responsible party.

52. Notice of commencement of this Cross-Complaint will be given to the director of Toxic Substances Control pursuant to California Health & Safety Code § 25363 (e).

SECOND CAUSE OF ACTION

(STATUTORY DECLARATORY RELIEF AGAINST ALL CROSS-DEFENDANTS)

53. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 52 of this Cross-Complaint, as though fully set forth herein.

54. An actual controversy now exists between Cross-Complainant on the one hand and Plaintiff and Cross-Defendants on the other hand, in that Cross-Complainant contends that Plaintiff and the other Cross-Defendants are liable under HSAA for response and other costs

1 incurred and to be incurred in connection with the presence or release or threatened release of
2 hazardous substances within the geographical boundaries defining the subject matter of this
3 action. Cross-Complainant is informed and believes, and on that basis alleges, that Plaintiff and
4 the other Cross-Defendants contend in all respects to the contrary.

5 55. A declaration of the rights and obligations of the parties pursuant to HSAA,
6 binding in any subsequent action or actions to recover further response or other costs incurred by
7 Plaintiff or Cross-Defendants, is appropriate and in the interest of justice.

8 **THIRD CAUSE OF ACTION**

9 **(EQUITABLE INDEMNITY AGAINST ALL CROSS-DEFENDANTS)**

10 56. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
11 through 55 of this Cross-Complaint, as though fully set forth herein.

12 57. Cross-Complainant is informed and believes, and thereon alleges, that if response
13 costs or other costs or any damages were incurred or suffered due to the presence or release or
14 threatened release of hazardous substances within the geographical boundaries that define the
15 subject matter of this action, such response or other costs or damages were caused wholly or
16 partially by the negligent or otherwise wrongful acts or omissions of Plaintiff or Cross-
17 Defendants, and through no fault of Cross-Complainant.

18 58. Cross-Complainant is entitled to indemnification as an equitable matter as a result
19 of the negligence, nuisance, trespass, or fault, on the part of Plaintiff and Cross-Defendants.
20 Cross-Complainant is, therefore, entitled to complete indemnification from Plaintiff and the other
21 Cross-Defendants.

22 59. If Plaintiff or Cross-Defendants recover judgment against Cross-Complainant, or
23 Cross-Complainant incurs expenses in the defense of Plaintiff's complaint, or enters into any
24 settlement with Plaintiff or any Defendant or Cross-Defendant, then Cross-Complainant is
25 entitled to be indemnified and held harmless and to have judgment rendered against Plaintiff and
26 Cross-Defendants, and each of them, for all sums incurred by reasons of such judgment or
27 settlement, including the expenses and costs of litigation, including, without limitation, under the
28 HSAA and the doctrine of the tort of another.

FOURTH CAUSE OF ACTION

(PARTIAL INDEMNITY AGAINST ALL CROSS-DEFENDANTS)

60. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 59 of this Cross-Complaint, as though fully set forth herein.

61. In the event that Cross-Complainant is found liable to plaintiff based upon a finding of active, direct, or primary wrongful conduct or omissions of any kind, or based upon a finding of passive, indirect, or secondary wrongful conduct or omissions of any kind, notwithstanding the continued denials thereof, then and in such event, Cross-Complainant would be entitled to recover as indemnity that portion of the judgment in the within action which is attributable to the percentage of comparative fault or legally culpable conduct of any kind, assessed or assessable against Cross-Defendants, and each of them, and which is adjudged against Cross-Complainant, or that which is paid by, or on behalf of the Cross-Complainant. Cross-Complainant is entitled to have a judgment against it fully apportioned to and against any and all parties found legally culpable in the above-entitled matter.

FIFTH CAUSE OF ACTION

(DECLARATORY RELIEF AGAINST OCWD)

62. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 61 of this Cross-Complaint, as though fully set forth herein.

63. On information and belief, an actual controversy exists between Cross-Complainant on the one hand and Plaintiff on the other hand in that Cross-Complainant contends and Plaintiff denies that:

a. As between Cross-Complainant and Plaintiff, Cross-Complainant has no liability to Plaintiff for damages, response costs, or other costs claimed in this action by Plaintiff under the Orange County Water District Act arising out of the presence or release or threatened release of hazardous substances from or at, 500 East Orangethorpe Avenue, Anaheim, California; additionally and/or alternatively,

b. As between Cross-Complainant and Plaintiff, Cross-Complainant has no liability to Plaintiff for damages, response costs, or other costs claimed in this action, under

1 HSAA (California Health & Safety Code § 25300, *et. seq.*) arising out of the presence or release
2 or threatened release of hazardous substances from, or at 500 East Orangethorpe Avenue,
3 Anaheim, California; additionally and/or alternatively,

4 c. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
5 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
6 negligence arising out of the presence or release, or threatened release of hazardous substances
7 from, or at 500 East Orangethorpe Avenue, Anaheim, California; additionally and/or
8 alternatively,

9 d. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
10 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
11 nuisance arising out of the presence or release, or threatened release of hazardous substances
12 from, or at 500 East Orangethorpe Avenue, Anaheim, California; additionally and/or
13 alternatively,

14 e. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
15 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
16 trespass arising out of the presence or release, or threatened release of hazardous substances from,
17 or at 500 East Orangethorpe Avenue, Anaheim, California.

18 64. Cross-Complainant desires a judicial determination of its rights and duties with
19 respect to the damages or response costs claimed by Plaintiff, in connection with the presence or
20 release or threatened release of hazardous substances from or at 500 East Orangethorpe Avenue,
21 Anaheim, California.

22 65. Such a declaration is necessary and appropriate at this time, in order that Cross-
23 Complainant may ascertain its rights and obligations as to Plaintiff's claims for damages or
24 response, or other costs.

25 **SIXTH CAUSE OF ACTION**

26 **(DECLARATORY RELIEF AGAINST OCWD)**

27 66. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
28 through 65 of this Cross-Complaint, as though fully set forth herein.

1 67. On information and belief, an actual controversy exists between Cross-
2 Complainant on the one hand and Plaintiff on the other hand in that Cross-Complainant contends
3 and Plaintiff denies that:

4 a. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
5 liability to Plaintiff for damages, response costs, or other costs claimed in this action by Plaintiff
6 under the Orange County Water District Act arising out of the presence or release or threatened
7 release of hazardous substances from or at, 301 East Orangethorpe Avenue, Anaheim, California;
8 additionally and/or alternatively,

9 b. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
10 liability to Plaintiff for damages, response costs, or other costs claimed in this action, under
11 HSAA (California Health & Safety Code § 25300, *et. seq.*) arising out of the presence or release
12 or threatened release of hazardous substances from, or at 301 East Orangethorpe Avenue,
13 Anaheim, California; additionally and/or alternatively,

14 c. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
15 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
16 negligence arising out of the presence or release, or threatened release of hazardous substances
17 from, or at 301 East Orangethorpe Avenue, Anaheim, California; additionally and/or
18 alternatively,

19 d. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
20 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
21 nuisance arising out of the presence or release, or threatened release of hazardous substances
22 from, or at 301 East Orangethorpe Avenue, Anaheim, California; additionally and/or
23 alternatively,

24 e. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
25 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
26 trespass arising out of the presence or release, or threatened release of hazardous substances from,
27 or at 301 East Orangethorpe Avenue, Anaheim, California.
28

1 68. Cross-Complainant desires a judicial determination of its rights and duties with
2 respect to the damages or response costs claimed by Plaintiff, in connection with the presence or
3 release or threatened release of hazardous substances from or at 301 East Orangethorpe Avenue,
4 Anaheim, California.

5 69. Such a declaration is necessary and appropriate at this time, in order that Cross-
6 Complainant may ascertain its rights and obligations as to Plaintiff's claims for damages or
7 response, or other costs.

8 **SEVENTH CAUSE OF ACTION**

9 **(DECLARATORY RELIEF AGAINST OCWD)**

10 70. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
11 through 69 of this Cross-Complaint, as though fully set forth herein.

12 71. On information and belief, an actual controversy exists between Cross-
13 Complainant on the one hand and Plaintiff on the other hand in that Cross-Complainant contends
14 and Plaintiff denies that:

15 a. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
16 liability to Plaintiff for damages, response costs, or other costs claimed in this action by Plaintiff
17 under the Orange County Water District Act arising out of the presence or release or threatened
18 release of hazardous substances from or at, 1730 North Orangethorpe Park, Anaheim, California;
19 additionally and/or alternatively,

20 b. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
21 liability to Plaintiff for damages, response costs, or other costs claimed in this action, under
22 HSAA (California Health & Safety Code § 25300, *et. seq.*) arising out of the presence or release
23 or threatened release of hazardous substances from, or at 1730 North Orangethorpe Park,
24 Anaheim, California; additionally and/or alternatively,

25 c. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
26 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
27 negligence arising out of the presence or release, or threatened release of hazardous substances
28

1 from, or at 1730 North Orangethorpe Park, Anaheim, California; additionally and/or
2 alternatively,

3 d. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
4 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
5 nuisance arising out of the presence or release, or threatened release of hazardous substances
6 from, or at 1730 North Orangethorpe Park, Anaheim, California; additionally and/or
7 alternatively;

8 e. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
9 liability to Plaintiff for damages, response costs, or other costs or sums claimed in this action for
10 trespass arising out of the presence or release, or threatened release of hazardous substances from,
11 or at 1730 North Orangethorpe Park, Anaheim, California.

12 72. Cross-Complainant desires a judicial determination of its rights and duties with
13 respect to the damages or response costs claimed by Plaintiff, in connection with the presence or
14 release or threatened release of hazardous substances from or at 1730 North Orangethorpe Park,
15 Anaheim, California.

16 73. Such a declaration is necessary and appropriate at this time, in order that Cross-
17 Complainant may ascertain its rights and obligations as to Plaintiff's claims for damages or
18 response, or other costs.

19 **EIGHTH CAUSE OF ACTION**

20 **(DECLARATORY RELIEF AGAINST ALL CROSS-DEFENDANTS)**

21 74. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
22 through 73 of this Cross-Complaint, as though fully set forth herein.

23 75. On information and belief, an actual controversy exists between Cross-
24 Complainant on the one hand and Cross-Defendants on the other hand in that Cross-Complainant
25 contends and Cross-Defendants deny that:

26 a. As between Cross-Complainant and Cross-Defendants, responsibility, if
27 any, for such damages, response costs, or other costs claimed in this action rests entirely or
28 partially on Cross-Defendants;

1 b. As a result, Cross-Defendants are obliged to partially or completely
2 indemnify Cross-Complainant for any Cross-Complainant may be compelled to pay by
3 settlement, judgment, or otherwise.

4 76. Cross-Complainant desires a judicial determination of its rights and duties with
5 respect to the damages or response costs claimed by Plaintiff and Cross-Defendants. In
6 particular, Cross-Complainant seeks a declaration of the comparative responsibility of Cross-
7 Complainant and Cross-Defendants for damages or response or other costs and a declaration of
8 Cross-Defendants' responsibility for comparative indemnity to Cross-Complainant for any sums
9 Cross-Complainant may be compelled to pay and for which Cross-Defendants are determined to
10 be entirely or partially responsible.

11 77. Such a declaration is necessary and appropriate at this time, in order that Cross-
12 Complainant may ascertain its rights and obligations as to the claims made in this action for
13 damages or response, or other costs.

14 **NINTH CAUSE OF ACTION**

15 **(NUISANCE AGAINST OCWD and MWD)**

16 78. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
17 through 74 of this Cross-Complaint, as though fully set forth herein.

18 79. Public agencies can be liable for failing to discharge statutorily-imposed duties
19 under the California Tort Claims Act. Cal. Govt. Code § 815.6. Nuisance is a statutory cause of
20 action. Cal. Civ. Code §§ 3480 and 3481. A nuisance is defined as “[a]nything which is
21 injurious to health, including, but not limited to ... an obstruction to the free use of property, so
22 as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free
23 passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or
24 basin....” California Civil Code section 3483 provides that “[e]very successive owner of
25 property who neglects to abate a continuing nuisance upon, or in the use of, such property,
26 created by a former owner , is liable therefore in the same manner as the one who first created it.”
27 The remedies against a public nuisance include abatement. Cal. Civ. Code § 3491(3).
28

80. To the extent that OCWD claims that perchlorate levels in the aquifer exceed acceptable levels, Plaintiff and Cross-Defendant MWD are liable for creating a nuisance. Plaintiff has extracted groundwater for a significant period of time with knowledge that the groundwater contains perchlorate. Upon information and belief, Plaintiff also has caused perchlorate to be released into the aquifer. By so doing, Plaintiff has spread pollutants into the region, including onto properties owned and operated by Cross-Complainant. Plaintiff also contaminated the groundwater.

81. Upon information and belief, MWD has imported, and continues to import Colorado River water containing pollutants, including but not limited to perchlorate to the Orange County Forebay region of Anaheim and Fullerton, California. By doing so, MWD has spread pollutants into the region, including onto properties owned and operated by Cross-Complainant. Plaintiff also contaminated the groundwater.

82. The contamination and pollution caused by MWD is both a public nuisance and a private nuisance.

83. Cross-Complainant is specially and adversely affected by the nuisance and the injury suffered by Cross-Complainant is separate and distinct from that of the public.

84. As a direct and proximate result of the nuisance, Cross-Complainant has been damaged within the past three years and has had to incur, and will continue to incur remedial action costs in order to abate the nuisance.

TENTH CAUSE OF ACTION

(DECLARATORY RELIEF AGAINST OCWD)

85. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 81 of this Cross-Complaint, as though fully set forth herein.

86. On information and belief, an actual controversy exists between Cross-Complainant on the one hand and Plaintiff on the other hand in that Cross-Complainant contends and Plaintiff denies that:

87. As between Cross-Complainant and Plaintiff, Cross-Complainant has no liability to Plaintiff for damages, response costs, or other costs, or sums claimed in this action by Plaintiff

1 arising out of the presence or release or threatened release of hazardous substances from or at,
2 1541 Page Court, Anaheim, California.

3 88. Cross-Complainant desires a judicial determination of its rights and duties with
4 respect to the damages or response costs claimed by Plaintiff, in connection with the presence or
5 release or threatened release of hazardous substances from or at 1541 Page Court, Anaheim,
6 California.

7 89. Such a declaration is necessary and appropriate at this time, in order that Cross-
8 Complainant may ascertain its rights and obligations as to Plaintiff's claims for damages or
9 response, or other costs.

10 **ELEVENTH CAUSE OF ACTION**

11 **(DECLARATORY RELIEF AGAINST OCWD)**

12 90. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
13 through 89 of this Cross-Complaint, as though fully set forth herein.

14 91. On information and belief, an actual controversy exists between Cross-
15 Complainant on the one hand and Plaintiff on the other hand in that Cross-Complainant contends
16 and Plaintiff denies that:

17 a. As between Cross-Complainant and Plaintiff, Cross-Complainant has no
18 liability to Plaintiff for damages, response costs, or other costs, or sums claimed in this action by
19 Plaintiff arising out of the presence or release or threatened release of hazardous substances from
20 or at, 1011 S. East Street, Anaheim, CA.

21 92. Cross-Complainant desires a judicial determination of its rights and duties with
22 respect to the damages or response costs claimed by Plaintiff, in connection with the presence or
23 release or threatened release of hazardous substances from or at 1011 S. East Street, Anaheim,
24 CA.

25 93. Such a declaration is necessary and appropriate at this time, in order that Cross-
26 Complainant may ascertain its rights and obligations as to Plaintiff's claims for damages or
27 response, or other costs.

1 WHEREFORE, Cross-Complainant prays for judgment on the Cross-Complaint as
2 follows:

3 1. For payment or reimbursement of all or an equitable share of all response
4 and other costs incurred by Cross-Complainant as a result of any presence or release or
5 threatened release of hazardous substances within the geographical boundaries that define the
6 subject matter of this action;

7 2. For a declaratory judgment establishing that Plaintiff and Cross-Defendants
8 are responsible parties who are liable for any and all response or other costs incurred as a result of
9 the presence or releases or threatened releases of hazardous substances within the geographical
10 boundaries that define the subject matter of this action;

11 3. For a declaratory judgment establishing the liability of Plaintiff and Cross-
12 Defendants in order that Cross-Complainant may ascertain its rights as against Plaintiff and
13 Cross-Defendants;

14 4. A judicial determination that Plaintiff and Cross-Defendants are the legal
15 cause of any injuries and damages as a result of the presence or release or threatened release of
16 hazardous substances within the geographical boundaries that define the subject matter of this
17 action and that Plaintiff and Cross-Defendants be adjudicated so liable and indemnify Cross-
18 Complainant, entirely or partially, for any sums of money which may be awarded against Cross-
19 Complainant;

20 5. A judicial determination that Cross-Defendant is not the legal cause of any
21 injuries and damage as a result of the presence or release or threatened release of hazardous
22 substances from 500 East Orangethorpe Avenue;

23 6. A judicial determination that Cross-Defendant is not the legal cause of any
24 injuries and damage as a result of the presence or release or threatened release of hazardous
25 substances from 301 East Orangethorpe Avenue; and

26 7. A judicial determination that Cross-Defendant is not the legal cause of any
27 injuries and damage as a result of the presence or release or threatened release of hazardous
28 substances from 1730 North Orangethorpe Park;

8. A judicial determination that Cross-Defendant is not the legal cause of any injuries and damage as a result of the presence or release or threatened release of hazardous substances from 1541 Page Court;

9. A judicial determination that Cross-Defendant is not the legal cause of any injuries and damage as a result of the presence or release or threatened release of hazardous substances from 1011 S. East Street;

10. Total and complete indemnity for any judgment rendered against Cross-Complainant;

11. Judgment in a proportionate share from Plaintiff and Cross-Defendants;

12. An order requiring Plaintiff and Cross-Defendants to conduct any required abatement of the soil, soil vapor and groundwater within the geographical boundaries defining the subject matter of this action at their sole cost and expense;

13. For all expenses incurred herein, including allowable attorneys' fees;

14. For costs of suit incurred herein;

15. As against Cross-Defendants Orange County Water District and Metropolitan Water District for payment of reasonable attorneys' fees and costs of suits incurred herein under, *inter alia*, Section 1021.5 of California's Code of Civil Procedure and/or under the Substantial Benefit and Common Fund Doctrines;

16. For interest on any money judgment; and

17. For such other and further relief as the Court deems just and proper.

DATED: May 16, 2008

LEWIS BRISBOIS BISGAARD & SMITH LLP

/s/ R. Gaylord Smith

R. Gaylord Smith

Attorneys for Defendant NORTHROP GRUMMAN
SYSTEMS CORPORATION